mate (Va.), 87 S. E. 723. But the view in practically all the states is that it is only necessary for a person approaching a public crossing to keep in mind the dangers attendant upon crossing and vigilantly use his senses of sight and hearing in an endeavor to avoid injury. *Continental Improvement Co.* v. *Stead, supra.* See *Davis* v. *New York Cent. & H. R. R. Co.*, 47 N. Y. 400. And if a traveller looks and listens and does all that a prudent man would do under the circumstances, he is not guilty of contributory negligence *per se* because he does not stop. *Tyler* v. *New York & N. E. R. Co.*, 137 Mass. 238; *Reed* v. *Chicago, St. P., M. & O. Ry. Co.*, 74 Iowa 188, 37 N. W. 149. Hence a failure to stop is not contributory negligence *per se* under all circumstances. *Reed* v. *Chicago, St. P., M. & O. Ry. Co., supra; Kelly* v. *St. Paul M. & M. Ry. Co.*, 29 Minn. 1, 11 N. W. 67; *Judson* v. *Central Vermont R. Co.*, 150 N. Y. 597, 53 N. E. 514. See *Gratoit* v. *Missouri Pac. Ry. Co.* (Mo.), 19 S. W. 31.

If it appear beyond dispute that the failure on the part of the traveller to stop, look, and listen was the proximate cause of the injury, such a failure is contributory negligence as a matter of law. *Schofield* v. *Chicago, M. & St. P. R. Co., Supra; Tolman* v. *Syracuse, B. & N. Y. R. Co.*, 98 N. Y. 198, 50 Am. Rep. 649. But if the facts are disputed, or it is doubtful whether under the circumstances the failure to stop, look, and listen was the proximate cause of the injury, the question of failure to use ordinary care is for the jury. *Kellog* v. *New York Cent. & H. R. R. Co.*, 79 N. Y. 72; *Judson* v. *Central Vermont R. Co., supra.*

CORPORATIONS—VOTING TRUSTS—REVOCATION.—Under a certain voting trust agreement it was expressly stipulated that the subscribers thereto should not withdraw before a definite time. The plaintiff, one of a combination of stockholders controlling a majority of the stock, transferred his stock to the defendant, the trustee under the agreement. Before the time for the dissolution of the trust the plaintiff sought to withdraw therefrom. *Held,* in spite of his express agreement to the contrary, the plaintiff has an absolute right to the control of his stock and the voting power thereof. *Luthy* v. *Ream* (Ill.), 110 N. E. 373.

Separation of voting power of corporate stock from the beneficial ownership thereof, was so discountenanced at common law that a shareholder was not even permitted to vote by proxy. *Taylor* v. *Griswold,* 14 N. J. L. 222, 27 Am. Dec. 33; 1 Bl. Com. 168. See *Philips* v. *Wickham,* 1 Paige (N. Y.) 590, 598. Now, statutes universally permit stock voting by proxy but by express provision of the same or the judicial construction thereof, no interest can be acquired by the holder of a proxy nor can a proxy be given for a definite term, irrevocable against the owner of the stock. *In re Germicide Co.*, 65 Hun 606, 20 N. Y. Supp. 495; *Schmidt* v. *Mitchell,* 101 Ky. 570, 41 S. W. 929. In fact the proxy presents no true instance of alienation of the voting power from the beneficial ownership of the stock; it is merely an agency not coupled with an interest and as such revocable at any time and at all times amenable to the will of the owner.

Complications difficult of solution arise where the holder of the alienated voting power is clothed with apparent ownership—the legal ti-

tle—of the stock itself. The tendency of the courts is to allow trusts of this nature, and where the purpose to be subserved by this alienation is proper and lawful a majority of the states hold the voting trust irrevocable. *Carnegie Trust Co.* v. *Security Life Ins. Co.*, 111 Va. 1, 68 S. E. 412, 31 L. R. A. (N. S.) 1186, 21 Ann. Cas. 1287; *Brightman* v. *Bates*, 175 Mass. 105, 55 N. E. 809; *Mobile & O. R. Co.* v. *Nicholas*, 98 Ala. 92, 12 South. 723. These cases declare that there is no alienation of voting power because the trustee is outright owner with absolute control in every respect. Also they deny that this kind of trust is a "dry trust," because it is for the benefit of others as well as of the depositing stockholders. It is further said that being for a purpose beneficial to the corporation it is important to adhere to the fundamental policy of giving full effect to the right of contract of competent persons.

A distinction not emphasized by the cases is introduced into the law of Illinois upon this subject by the principal case. In a former case, *Venner* v. *Chicago City Ry. Co.*, 258 Ill. 523, 101 N. E. 949, the Illinois court held that acts of the stockholders effected by means of a voting trust were valid and not against policy of that state in any way; that a voting trust was not *per se* illegal. The case has often been cited to sustain the proposition of the general validity of voting trusts. In the recent case, however, the court said that th Venner case could not be construed to declare that a voting trust was irrevocable in that state; and held that while it is legitimate for owners of a majority of the stock of a corporation to combine for the purpose of controlling it, yet that a stockholder though expressly agreeing to a combination for this purpose may withdraw from it at will. This practically destroys the vitality of the voting trust but it seems in accord with the settled policy of the law against the separation of the voting power from the ownership of corporate shares. In accord with this view we find other strong cases which declare that voting trusts are not illegal as to acts done thereunder but that policy forbids that they be irrevocable. *Warren* v. *Pim*, 66 N. J. Eq. 353, 59 Atl. 773; *Morel* v. *Hoge*, 130 Ga. 625, 61 S. E. 487, 16 L. R. A. (N. S.) 1136; *Shepaug Voting Trust Cases*, 60 Conn. 553, 24 Atl. 32. It has been held that these trusts are illegal in themselves and that any acts done under them are void. *Harvey* v. *Linville Co.*, 118 N. C. 693, 24 S. E. 489, 32 L. R. A. 265.

Some courts incline to the view that the public policy which should prevail in the legal management and control of corporations is primarily a matter of legislative rather than judicial determination. Pursuing this method of solution it has been held that statutes which prohibit the issuance of a irrevocable proxy, are not sufficient expression of the legislative intent to show the legislature opposed to an irrevocable or effective voting trust. *Boyer* v. *Nesbitt*, 227 Pa. 398, 76 Atl. 103. On the other hand the purpose of a similer statute has elsewhere been held to prevent a binding trust agreement of this nature. *Shepaug Voting Trust Cases, supra.* Express legislative authorization of voting trusts not to endure over five years are enacted in some states. N. Y. CONSOL. LAWS, 1909, ch. 28, § 25; MD. STAT., 1908, ch. 240.

A voting trust is not *per se* illegal and upon the assumption that

there is a continuing acquiescence therein by the members thereof an act thereunder cannot be questioned by anyone. Moreover under the same presumption its dissolution cannot be sought by anyone not a subscriber to the agreement. The majority of the stockholders have the right to vote according to their own dictates. Should a stockholder with shares deposited under the trust, desire to annul the relation—to revoke the agency as it were—then upon principle the trust would be revocable at the instance of such stockholder and at his instigation alone. The theory is that every stockholder owes a duty to every other stockholder, not to vote his stock a particular way, not even to vote it at all, but to be at all times the master of the voting power of that stock.

CRIMINAL LAW—SEDUCTION OF UNMARRIED FEMALE—DIVORCEE.—A statute provided that if any person under promise of marriage shall seduce any unmarried female, such person, upon conviction, shall be punished. The defendant seduced a divorced woman under promise of marriage. *Held,* a divorced woman is an unmarried female within the meaning of the statute. *State* v. *Wallace* (Ore.), 154 Pac. 430.

It is a fundamental rule that every statute must be construed with reference to the object to be accomplished and the evils to be remedied, giving full effect to the intention of the legislature. *Honduras* v. *Soto,* 112 N. Y. 310, 19 N. E. 845, 8 Am. St. Rep. 744, 2 L. R. A. 642; *In re Kilby Bank,* 23 Pick. (Mass.) 93; *Ezekiel* v. *Dixon,* 3 Ga. 146. And though a penal statute should be construed strictly, the construction should not defeat the obvious intention of the legislature. *United States* v. *Wiltberger,* 5 Wheat. 76; *United States* v. *Williams,* 159 Fed. 310. A court should not extend a criminal statute to cases out of the letter of the statute, yet it should be applied to every case clearly within the mischief or cause making it, where the words are broad enough to embrace such cases. *United States* v. *Wiltberger, supra; United States* v. *Guiteau,* 1 Mackey 498, 47 Am. Rep. 247; *Huffman* v. *State,* 29 Ala. 40.

The word unmarried does not necessarily mean without having been married, and no fixed meaning can be assigned to it, but it must be determined according to the circumstances of each case. *Pratt* v. *Mathew,* 22 Beav. 328; *Clarke* v. *Colls,* 9 H. L. C. 601; *Jennings* v. *Commonwealth,* 109 Va. 821, 63 S. E. 1080, 132 Am. St. Rep. 946, 21 L. R. A. (N. S.) 265, 17 Ann. Cas. 64. A widow has been held to be an unmarried woman within the meaning of a statute providing that the will of an unmarried woman shall be deemed revoked by her subsequent marriage. *Re Kaufman,* 131 N. Y. 620, 30 N. E. 242, 15 L. R. A. 292. The same construction was put on a statute providing a pension for an officer's "unmarried sisters." *Mott* v. *Scanlan,* 19 Cal. App. 250, 125 Pac. 762. A divorced woman was also held to be an unmarried woman within the meaning of a bankruptcy statute. *In re Giles,* 158 Fed. 596. But it has been held that a widow is not an unmarried female within the meaning of a statute giving her parents a right of action for the seduction of an unmarried female. *Kirk* v. *Long,* 7 U. C. C. P. 363. See also, *Anderson* v. *Rannie,* 12 U. C. C. P. 536. In the construction of deeds an unmarried woman has been held to mean a woman not under coverture